



TERMS AND CONDITIONS

Our Disclosures:

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- you acknowledge and agree that the Online Course may be reliant on, or interface with third party systems that are not provided by us (for example, Kajabi) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services; and
- our liability under these terms is limited to the price paid by you for the Price of the Online Course the subject of the relevant claim, and we will not be liable for consequential loss.

Nothing in these terms limit your rights under the Australian Consumer Law.

Welcome to Scott Jansen.com.au! We specialise in providing online training for hypnotherapists and coaches in hypnotherapy and business skills.

1 Acceptance

- (a) This website (**Site**) is operated by ScottJansen.com.au Pty Ltd (ABN: 71 635 130 362) (**we, our or us**). It is available at: www.scottjansen.com.au and may be available through other addresses or channels.
- (b) By accessing and/or using the Site you:
 - (1) warrant to us that you have reviewed these terms and conditions (**Terms**);
 - (2) warrant to us that you have the legal capacity to enter into a legally binding agreement with us; and
 - (3) agree to use the Site in accordance with the Terms.
- (c) You must not use the Site and/or place an order for our courses through the Site unless you are at least 18 years old.

2 Introduction to our Online Courses

- (a) We offer a range of online courses, available for purchase on our Site (**Online Course**).
- (b) The description of each Online Course is available on the product page. Please confirm that the Online Course that you have selected meets your requirements.
- (c) Our Online Courses may be available live or on-demand, meaning you can view the content available through the Online Course (**Content**) at any time.

(d) **DISCLAIMER:** You acknowledge and agree that:

- (1) we are not accredited by any governing body, nor are we a registered training organisation and any outcome of taking part in an Online Course will not be considered a qualification, including any certification we provide to you;
- (2) our Online Courses are available for purchase worldwide; however, we do not warrant or represent that the Content will comply with laws in the country you live and/or operate your business;
- (3) we do not guarantee any particular outcome or benefit as a result of participating in the Online Course; and
- (4) it is your responsibility to comply with all laws applicable to you, and you are solely responsible for the outcomes resulting from any implementation of the Content or learnings from the Online Course, when dealing with your patients.

3 Purchasing an Online Course

- (a) You may purchase the Online Course from us as set out on the Site.
- (b) It is your responsibility to check the Online Course details, including the description of the Online Course and pricing, before you submit your purchase through the Site.
- (c) When you purchase the Online Course and pay on the Site, you will be asked to provide an email address and your payment will be validated.
- (d) Once the payment is validated, we will provide you with an order confirmation email within a reasonable time after the purchase has been made, containing a username and password to access the Online Course. Please contact us using the contact details available in these Terms if you have any issues with receiving the Online Course access email.

4 Price and payments

- (a) You must pay us the purchase price of each Online Course (the **Price**) in accordance with this clause. All amounts are stated in Australian dollars and are inclusive of Australian GST (where applicable).
- (b) You must pay the Price using one of the methods set out on the Site, such as PayPal.
- (c) Subject to where you set up a payment plan, we will not provide you with access to the Online Course until you have paid the Price in full.
- (d) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. In the absence of fraud or mistake, all payments made are final. If you make a payment by debit card or credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the debit card or credit card to make the payment.
- (e) If we offer payment via a third-party payment processor, such as PayPal, the payment may be subject to PayPal's terms and conditions.

Payment Plan

- (f) We may make the Online Course available for purchase using a payment plan, allowing you to pay the Price over multiple instalments (**Payment Plan**).
- (g) We will debit the amounts set out on the Site, at the time specified on the Site when setting up your Payment Plan.
- (h) You warrant and agree that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the Price.
- (i) Where we have attempted to deduct the Price at the scheduled time, and the payment has failed, you agree that you will promptly make available the funds so that we may reattempt the payment. If you have not made payment within 7 days of the scheduled payment instalment, you agree that we may suspend your access to the Online Course until full payment of the Price has been made.

5 Availability

- (a) After you have purchased one of our Online Courses through the Site, where the Online Course includes access to live trainings, we will provide you with details enabling you to attend a live session or to view a recorded version of the training. The details of the product (timing, inclusions, how to connect) will be set out on our Site or in an email we send to you, or otherwise set out in the Online Course portal.
- (b) We may need to change the timing of any live sessions due to circumstances beyond our reasonable control. If you cannot attend a rescheduled session, you may be able to watch a recording of the session.
- (c) Our products will be delivered through the Site or a third-party platform, such as Kajabi.
- (d) You acknowledge and agree that the Online Course may be reliant on, or interface with third party systems that are not provided by us (for example, Kajabi) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
- (e) The Online Course is provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, the Online Course to third parties without prior written consent (unless permitted in these Terms).
- (f) We make the Online Course available to you for 12 months after the date of your purchase of the Online Course (**Access Period**). In our sole discretion, we may extend your access to the Online Course beyond the Access Period.

6 Facebook Group

- (a) When you order an Online Course, you may be invited to a private Facebook group, of which you may remain for 12 months as a member for the Access Period.
- (b) In our sole discretion, at the end of the Access Period, you may be removed from the Facebook group.
- (c) You must not post, share or publish any material in the Facebook group which is indecent, offensive, in breach of any laws, or in breach of any intellectual property rights.

- (d) When interacting with any other Online Course members or other individuals in our Facebook group, you represent and warrant that:
- (1) the posting, uploading, publication, submission or transmission of any content you post in the Facebook group will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation;
 - (2) the content you post will not be objectionable, abusive, obscene, explicit, illegal, defamatory, offensive, threatening, or otherwise harmful to any person;
 - (3) you will not use the Facebook group to post any form of advertising;
 - (4) you will not make a post containing the personal contact details or confidential information of any person without their prior written consent; and
 - (5) you will not share any content on the Facebook group with any third party, or reproduce the content in any way.
- (e) We reserve the right to, at any time, remove any content you share in the Facebook group, and remove your access to the Facebook group, where you are in breach of these Terms.
- (f) Your access to the Facebook group will be subject to Facebook's terms and conditions and we are not liable (including for any refund of the Price) if Facebook restricts your access to the Facebook group.
- (g) We do not endorse or approve any content posted by any user of the Facebook group.

7 Intellectual property

- (a) All Intellectual Property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms and the Online Course) will at all times vest, or remain vested, in us.
- (b) We grant you a non-exclusive, worldwide, revocable, non-sublicensable and non-transferable licence, to access, download and display the Content (**Content Licence**) for the Access Period. You must not use our Content for your own commercial gain.
- (c) Other than as expressly permitted in this Agreement, you must not, whether directly or indirectly, without our prior written consent:
- (1) copy or use, in whole or in part, any of our Intellectual Property or breach our Intellectual Property Rights in any way;
 - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;
 - (3) breach any Intellectual Property Rights connected with the products, including altering or modifying any of our Intellectual Property;
 - (4) cause any of our Intellectual Property to be framed or embedded in another website; or create derivative works from any of our Intellectual Property;

- (5) resell, assign, lease, hire, sub-license, transfer, distribute or make available our products to third parties;
 - (6) “frame”, “mirror” or serve any of our products on any web server or other computer server over the Internet or any other network; and
 - (7) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Course.
- (d) For the purposes of this clause 7, “**Intellectual Property**” means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property
- (e) This clause 7 will survive expiry or termination of these Terms.

8 Limitations

- (a) Despite anything to the contrary, to the maximum extent permitted by law:
- (1) our maximum aggregate liability arising from or in connection with the Terms (including the products and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the Price paid by you to us for the Online Course the subject of the relevant claim; and
 - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data,
whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- (b) Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any liability caused or contributed to by (1) your use of the Online Course, and any treatment you provide to your client, and (2) your failure to comply with any laws applicable to you.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any liability caused or contributed to by, arising from or connected with any event or circumstance which is beyond our reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
- (d) We do not accept returns for change of mind or other circumstances.

- (e) Nothing in the Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law. In Australia, our goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.

9 General

- (a) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).
- (b) **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you submitted your order or in your account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- (c) **Waiver:** Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.
- (d) **Relationship of parties:** These Terms are not intended to create a partnership, joint venture or agency relationship between the parties.
- (e) **Feedback and complaints:** We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.
- (f) **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.
- (g) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (h) **Entire agreement:** The Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
- (i) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and

agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your order.

- (i) **Governing law:** These Terms are governed by the laws of South Australia, Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in South Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Site.

For any questions and notices, please contact us at:

ScottJansen.com.au Pty Ltd (ABN: 71 635 130 362)

Email: Scott@scottjansen.com.au

Last update: 20 September 2022